



# Mt Claremont Farmers Market

## **AIMS AND OVERVIEW**

The Mt Claremont Farmers Market is a business venture of the Mt Claremont Primary School Parents and Citizens Association (P&C). It aims to;

- provide funds for the purposes of the P&C; and
- engage the local and broader community.

The engagement of the local and broader community through the Farmers Market reflects the desire of the Mt Claremont Primary School P&C to continue it and the schools' work towards a sustainable environment and thereby involve a mutually beneficial interaction with the local and wider community.

The specific aim of the Mt Claremont Farmers Market is to provide a variety of high quality local, seasonal and fresh produce for sale to the community at an affordable price.

## **PHILOSOPHY**

The philosophy of the Farmers Market is to provide consumers with fresh, local and seasonal produce direct from the producers. The Market will bring together the grower and consumer offering a more direct "paddock-to-plate" process than otherwise available from commercial retailers.

## **DEFINITIONS**

**The Market Charter (Charter):** is the set of rules governing the operation of the Market. It includes any Schedule or Agreement between and individual stallholder and the Farmers Market Management Committee and may be amended from time to time in accordance with Clause 16.

**The Mt Claremont Farmers Market:** known as the Market or FM

**Farmers Market Management Committee (FMMC):** Is constituted in accordance with Clause 14 of this Charter. It consists of

- the Chair of the FMMC representing the Mt Claremont Primary P & C;
- two P & C representatives in addition to the Chair;
- two stallholders including the Vice Chairman representing the market stallholders; and
- other interested parties co-opted by the FMMC.

The FMMC is responsible for overseeing the management of the Market and ensuring that the Market remains authentic to its aims and philosophy. The FMMC shall have final say in any disputes and matters.

**Market Coordinator (MC):** Person appointed and employed by the P&C on recommendation of the P&C representatives on the Farmers Market Management Committee in consultation with the FMMC. The MC is responsible for the week-to-week coordination of the Farmers Market and has the full authority of FMMC to ensure stallholders comply with the Charter. The MC is under the direction of the FMMC and specifically the Chair on a day to day basis.

**Stallholders:** Those persons whose names are on approved stall application forms.

**Unmarketable:** Any product that appears badly marked, under or over ripe, fruit fly infested, or shows evidence of other pest infestations or chemical residue.

**Representative:** A person nominated temporarily to sell produce at a stallholder's request.

**Certified Organic:** as defined by a recognised Australian organic certification body.

Schedule to the Charter is any written document that the FMMC determine is a Schedule. Schedules are not required to be displayed with the Charter. The FMMC has absolute discretion as to whether copies of schedules (or a particular schedule) are made available to any person or organisation.

## **THE MARKET CHARTER**

The Market Charter and the rules there in are necessary to ensure the authenticity, success and sustainability of the Market.

The Charter will operate in accordance with this Charter and the prevailing laws and regulations for the benefit of the P&C, producers, consumers and the community.

Stallholders must comply with the Charter any Agreement between the stallholder and FMMC and any Schedule to the Charter. A stallholder's attendance at the market is subject to them complying with the Charter (as amended from time to time) and the rules and obligations there in, any Agreement with the FMMC and any Schedule to the Charter. The FMMC will ensure a copy of the Charter as amended will be available on the Market Website.

### **1. Making application for a stall and stall renewal.**

The Market is primarily an outlet for primary production. Interested growers wishing to sell produce must provide a completed "Mt Claremont Farmers Market Application to Trade" form to the Market Coordinator prior to trading.

The Application to Trade must be renewed annually no later than 12 months after an individual stallholder's commencement of trade or at the discretion of the FMMC. All produce/products that a stall holder wishes to sell at the market must be included in the application to trade or provided to the FMMC in a form agreed by it such as annual listing of products. Any products/produce and their origin must be capable of being verified by the FMMC and stallholders must cooperate with any process of verification by the FMMC by what ever means it deems necessary.

The Market Coordinator on behalf of the FMMC has the authority to reject applications that do not comply with stated conditions or in the FMMC's opinion do not fit the best interests of the Market.

The Charter allows for appeals to the FMMC against any decision of the MC. Appeals must be made to the FMMC in writing. The FMMC has the absolute discretion and right to determine an appeal in any way it chooses.

If the number of applications exceeds the available stalls, priority will be given to those stallholders;

- who are currently trading at the Market; and
- who have traded during the previous twelve months; and
- whose produce best enables the Market to achieve its aims.

A waiting list will be developed if necessary and maintained.

The Market Coordinator will work to ensure that a broad range of produce is available whilst maintaining the philosophy and the viability of the Market. For example, the MC will generally avoid more than two stallholders selling the same product, unless there is a point of difference, e.g. organically grown or high consumer demand.

The decision of the FMMC and MC in all matters relating to the running of the Market shall, on the day, be final. Appeals may be made to the FMMC in writing.

At least one stall shall also be reserved each week for a refreshment stall.

The FMMC reserves the absolute discretion and right to terminate a stallholder's participation in the market where it considers such action to be in the best interests of the Market. The FMMC is under no obligation to provide detail of its reasoning for such action. Termination of the right to trade will be effective immediately upon written notification delivered by hand, post or e-mail.

## **2. Market hours, vehicles, setting and packing up**

The Market will operate throughout the year on Saturday mornings for a specified time between the hours between 7.30 am and 12.30 noon as determined by the FMMC. The FMMC may vary the hours from the above in the case of special markets or events such as the Christmas evening market.

Stallholders must refrain from:

- arriving late such that they are not set up prior to the starting time;
- commencing trading until the market bell is rung (or such device as determined by the MC);
- trading after the market has closed;
- packing up and leaving before market is closed (end of trading); and
- Subject to the discretion of the MC, vehicles of stallholders, their employees or agents must;
- be vacated from the market at least 15 minutes prior to the start of the market (commencement of trading) and must not enter the market before it is closed (end of trading); and
- not be parked on the grassed area south of the school buildings except to allow setting and packing up prior to and after the market.

## **3. Stall fees**

Stall fees shall be determined by the P&C on advice of the FMC which will take into account but limited to, site requirement, the success of the market and market expenses. The FMMC shall develop a schedule of fees. If any fee is not on the schedule it will be in the interim determined by the MC and referred to the FMMC for final advice and decision of the P&C.

A schedule of fees is available from the MC.

Stall fees are payable on Market day.

A penalty of one week's fee will be imposed for those stallholders who fail to inform the MC of their absence 7 days prior to the Market day.

#### **4. Products to be sold**

All products sold must be produced, caught, grown or raised by the stallholder except where provided for within the Charter or by written agreement between the stallholder and the FMMC. The FMMC may add to the list of products to be sold subject to the product being consistent with the Charter.

Products eligible for sale include (but not exclusively) the following:

##### 4.1 Primary Farm Produce

Eggs, fruit, vegetables, herbs, olives, flour, nuts, grains, honey and bee products, flowers for the table (i.e. cut or potted in flower pots), edible potted plants (e.g. herbs, vegetable seedlings and fruit trees), hay, meat, fish, seafood, cheese, milk and milk products, butter, ice cream and fruit juices.

The produce must have been reared or grown by the producer/business named on the application form and/or have spent at least 50% of its life on the producer's land.

##### 4.2 Value-added Consumable Products

Products such as oils, jams, preserves, breads, cakes, wool products and desserts whose principal ingredients are grown or produced by the stallholder. Value added products whose principal ingredients are not grown by the stallholder may be sold at the discretion of the FMMC.

##### 4.3 Organic produce

Produce grown organically and certified by an Australian Organic Certification body. All organic produce must be certified by the relevant accrediting body (e.g. NASAA, BDF) and be labeled "certified organic". Evidence of accreditation must be provided to the MC, prior to certified organic products being advertised and offered for sale.

##### 4.4 Diversity of Product

The FMMC may, in order to ensure the diversity and spread of fresh, seasonal and farm direct product for the benefit of patrons, may approve a limited number of growers/producers to represent other growers/producers. This can only be done by resolution of the FMMC and with written approval of the FMMC. Approval for a stallholder to represent another producer/s is at the absolute discretion of the FMMC and may be terminated at any time by the FMMC subject to the provision of 7 days notice. Any grower/producer that has been given written permission to represent other producers must comply with the conditions within the written permission. Such written permission shall be in the form of an Agreement between the stallholder and

FMMC and shall include the identity of the stallholder, the produce/products sold and their origin and handling/processing.

The FMMC has the absolute discretion to approve stallholders representing other producers.

#### 4.5 Audits

To ensure compliance with this charter, the FMMC may at its discretion, at any time conduct an audit of produce/products sold at a stallholder's stall and their farm, property or premises at which the stall holder has advised the FMMC the produce/product is produced provided that the MC or FMMC has given a weeks notice. The stallholder must cooperate with the FMMC in any audit of their operations with respect to produce for sale at the market. This also applies to any produce or farm, property or premise at which produce is sourced, produced or processed by the stallholder (or his/her agents) for sale to the Market.

#### 4.6 Miscellaneous

The Market does NOT permit the purchasing/re-packaging/selling-on of finished or imported goods unless prior approval in writing has been obtained from FMMC

The stallholder may only sell products listed on the approved Application to Trade form and in any written Agreement with the FMMC.

If stallholders have additional produce available to sell, permission to sell at the Market must be obtained from the MC. Stallholders must give at least 1 week's notice of intention to vary the produce originally nominated on the Application form.

When providing approval, the MC will give consideration to produce currently being sold by other stallholders.

The majority of produce offered for sale on each stall must be first/top grade. Stallholders wishing to sell produce that is of second grade must ensure that such produce is clearly labeled.

#### **5. Who may sell?:**

Only the producer, his/her family and/or employees will be permitted to sell the produce In exceptional circumstances a representative may be permitted to sell at the discretion of the MC.

#### **6. Value Adding**

Producers may "value add" their own primary produce. The dominant product in each value added stall shall be different. Value-added products will not exceed 50% of all produce available for sale at any one market.

#### **7. Quality of produce**

Produce should be picked or prepared as close to Market time as possible and handled in a way to preserve the fresh quality until market opens.

Stallholders must guarantee against selling "unmarketable" poor quality produce or produce that is not fresh. Stallholders in breach of this will be required to withdraw produce immediately. The MC and or the Chair of the FMC have the discretion to determine whether any produce/product is unmarketable, poor quality or not fresh.

Any produce which has been frozen must display a sign to that end that is clearly visible to the public.

## **8. Presentation**

Stallholders will be expected to be clean, neat and suitably dressed and deal with the public in a courteous manner. Stalls and display equipment must be clean, tidy and well maintained. A sign bearing the producer's name and business/property name must be displayed.

All food and produce must be presented according to Health & Safety regulations.

Any tents/gazebos or umbrellas must be safely secured in the event of windy weather.

## **9. Setting Prices**

Selling in direct competition, for example: price under-cutting of other stallholders, is not in keeping with the spirit of the Market,

The Market and P&C recognises that the consumers maintain the right of choice, whilst enabling each stallholder to determine their own price. End-of-trading-day discounting is not permitted

Stallholders must ensure their measuring scales are accurately calibrated in accordance with appropriate trading regulations.

## **10. Labeling & Signage**

All stallholders must comply with the minimum requirements of current trading standards and regulations regarding labeling and descriptions of goods.

All produce sold as Certified Organic must be certified by the relevant accrediting body (e.g. NASAA, BDF) and be labeled "Certified Organic."

All prices (per kilo or per item) must be clearly visible.

Any weighing equipment used must be correctly calibrated using guidelines set by the Trading Standards Unit of the WA Dept of Consumer and Employment Protection.

([http://www.docep.wa.gov.au/trade\\_measurement/publications.asp](http://www.docep.wa.gov.au/trade_measurement/publications.asp))

Each stallholder must display a sign showing their name every day they attend the Market.

Stallholders must confine displays and signs to the stall site and keep pathways clear for shoppers

Labeling information may be obtained from:

The Health and Environment Officer of the City of Nedlands Local Government Authority. Also from:

Food Safety, Environmental Health Directorate

P0 Box 8172, Stirling St

Perth WA 6849

Tel: (08) 9388 4999

Fax: (08) 9388 4955

<http://www.public.health.wa.gov.au>

or Food Standards Australia New Zealand, Food Standards Code

<http://www.foodstandards.gov.au>

## **11. Health & Safety**

Stallholders must confine displays and signs to the stall site and keep pathways clear for shoppers.

Smoking by stallholders is not permitted.

Dogs are not permitted except at the discretion of the FMMC or MC as delegated by the FMMC.

All food stallholders must trade in accordance with the Health Department of Western Australia's food-handling regulations, and other relevant local health laws.

Value added products, such as baked and cooked items, must be prepared in a facility approved by the relevant Health Authority.

It is the responsibility of each stallholder to ensure that their stall is safe at all times under reasonable circumstances.

Stallholders must acknowledge that they have read and understood the guidelines provided regarding "health and safety in the marketplace", by signing the accompanying acknowledgement form as supplied by the City of Nedlands.

## **12. Insurance**

The Mt Claremont Farmers Market site is covered by a current Public Liability Insurance Policy.

It is the responsibility of each stallholder to ensure that they hold appropriate and current Product & Public Liability Insurance. Stallholders shall forward a certificate of currency to the MC annually when renewed.

A stallholder is also required to provide a copy of their insurance 'Certificate of Currency' to the MC prior to trading. The policy must state that the Farmers Market is included in the cover.

### **13. Clean-up and Rubbish**

All stallholders must ensure that their stall site and the area that surrounds it is kept clean and rubbish free during the Market and left in a clean and tidy state once the Market closes each day. Failure of this requirement will result in the permit to trade being revoked.

### **14. Management**

The FMMC will be responsible for the management of the Market and the activities of the MC.

The MC is responsible for the day to day operation of the Market and shall ensure adherence to the Market Charter.

### **15. Structure of the FMC**

The FMC will comprise of five voting members and co-opted non voting members.

The voting members are as follows:

- A Chairperson (a member of the P&C and elected by the P&C)
- A Vice Chairperson (a stall holder elected by the stall holders and chosen from the FMMC);
- A Stallholder elected by the stallholders (excluding the Vice Chair); and
- Two members elected by the P&C (excluding the Chair).

All voting members of the FMC including the Chair have deliberative votes. If the Chair has exercised a deliberative vote in any resolution before the FMMC; the Chair may not exercise a casting vote.

The MC shall be a non voting member of the FMMC

The FMMC is to operate where possible by consensus.

A quorum shall be any four (4) voting committee members but must include the Chair and at least one other P&C member of the FMC.

In addition, the FMMC may include coopted non voting members at the invitation of the FMMC who have particular expertise and experience to assist FMMC at particular or when the FMMC deems it necessary or desirable.

The committee will meet monthly or as determined by the Chair or a meeting of the FMMC.

Representatives of the P&C on the FMMC and Chair of the FMMC shall be elected at the Annual General Meeting of the P&C.

Representatives of the stallholders on the FMMC and the Vice Chair shall be elected by the stallholders at an annual meeting of the stallholders called for that purpose by the FMMC.

### **16. Amendment of the Charter**

Charter can only be amended by a meeting of the P&C.

One months notice must be given for any meeting of the P&C at which an amendment of the Charter is considered. The P&C must consult the FMMC on any proposed amendment.

Members of the FMMC may attend the meeting of the P&C and be allowed to speak to any resolution amending the Charter. Members of the FMMC who are stallholders are not allowed to vote on any resolution before the P&C amending the Charter. Stallholders, not members of the FMMC, are not permitted to attend any P&C meeting at which a resolution amending the Charter is being considered.

### **Disclaimer**

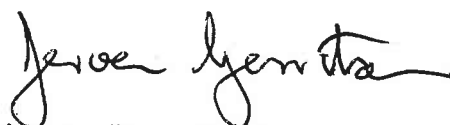
The Mt Claremont Farmers Market, its directors, employees, servants or agents will not be under any liability in tort or contract or otherwise (including but not limited to acts of negligence, breach of duty, default and/or admissions) for any loss of income by any stallholder as a result of any stallholder participating in the Markets in any way and for any loss of life and/or personal injury to any person and/or damage to any property (wheresoever occurring) arising from or out of any accident, occurrence or event at the Farmers Market, Mt Claremont Primary School, corner Alfred Road and Montgomery Ave, Mt Claremont, Western Australia. For more information regarding the Mt Claremont Farmers Market and to obtain the forms necessary for trading at the Market please contact:

Jeroen (Ron) Gerritsen  
Chairman  
[mtclaremontfarmersmarket@gmail.com](mailto:mtclaremontfarmersmarket@gmail.com)

Approved at Mt Claremont Primary School P&C meeting of 22 September 2010



Hamish Carnachan  
President  
Mt Claremont Primary School P&C



Jeroen (Ron) Gerritsen  
Chair  
Mt Claremont Farmers Market  
Management Committee

